



CFN 2005R0315441
DR Bk 23220 Pgs 4217 - 4223 (7pgs)
RECORDED 03/31/2005 09:19:20
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

This instrument prepared by:
William W. Riley, Esq.
Bilzin Sumberg Baena Price & Axelrod LLP
200 South Biscayne Boulevard
Miami, Florida 33131-2336

A/9

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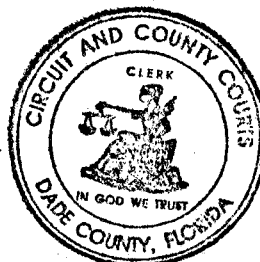
DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned Owner holds the fee simple title to the land in Miami-Dade County, Florida, described in Exhibit "A" attached hereto and made a part hereof (hereinafter called the "Property"); and

IN ORDER TO ASSURE the County that the representations made by the Owner during consideration of Public Hearing No. Z2002000305 (the "Application") will be abided by, the Owner freely, voluntarily and without duress makes the following Declaration of Restrictions (the "Declaration") covering and running with the Property:

- (1) That this Declaration shall become final and shall be recorded in the Public Records of Miami-Dade County upon the approval of the Application by the Board of County Commissioners and/or Community Zoning Appeals Board No. 15 of Miami-Dade County, Florida.
- (2) That said Property shall be developed substantially in accordance with the plans previously submitted to the Miami-Dade County Department of Planning and Zoning, consisting of thirteen (13) sheets prepared by Edward Silva and entitled "Cottage of Silver Palm" (the "Plans"), last dated October 6, 2004, said plans being on file with the Miami-Dade County Department of Planning and Zoning, and by reference made a part of this Declaration, which may be modified regarding location of open space to protect archeological resources identified pursuant to paragraph six (6).
- (3) That the residential development of the Property shall be limited to no more than two hundred thirty-two (232) dwelling units.
- (4) That the use of the existing lake, as depicted on the Plans, shall be limited to non-motorized recreational activities, with the exception that remote controlled hobby crafts shall be permitted.
- (5) That the Owner, its heirs, successors or assigns shall, prior to the time of final plat approval, create or cause to be created (1) a homeowner's association for the entire development as a master association, (2) a community development district approved by

Section-Township-Range: 17-56-40
Folio number: 30-6017-000-0051
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(Public Hearing)

Handwritten signature or initials.

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Miami-Dade County, and/or (3) a special taxing district approved by Miami-Dade County which shall individually or collectively provide for the maintenance of all common areas, the existing lake, and other amenities common to the Property. If a homeowner's association is established as a master association in accordance with this paragraph, it shall not preclude the creation of individual homeowner's associations for each phase or stage of development or preclude the same from maintaining their own buildings or their own common areas so long as said associations, or members thereof, are members of the master association and each such association are required hereby, to be members of the master association.

- (6) That the Owner shall submit to the Miami-Dade County Office of Historic Preservation an archaeological survey prior to obtaining tentative plat approval. The survey shall be conducted by an independent, qualified archeologist who has conducted similar surveys in the past. From the date of this covenant until 120 days from the date the survey is received by the Office of Historic Preservation, the Owner shall agree to treat the subject property as an archeological site under Chapter 16A of the Code of Miami-Dade County as if it were so designated. Within said 120-day period, no building permits shall be issued. After obtaining and reviewing the survey, the Office of Historic Preservation may, at its discretion, issue a letter releasing the owner from prospective compliance with this provision. Nothing in this covenant will prevent the subject property from being formally designated pursuant to Chapter 16A of the Code of Miami-Dade County now or in the future.

County Inspection. As further part of this Declaration, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, may have the privilege at any time during normal working hours of entering and inspecting the use of the premises to determine whether or not the owners are complying with the requirements of the building and zoning regulations and the conditions of this Declaration.

Covenant Running with the Land. This Declaration on the part of the Owners shall constitute a covenant running with the land and may be recorded, at Owner's expense, in the public records of Miami-Dade County, Florida and shall remain in full force and effect and be binding upon the undersigned Owners, and their heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the benefit of Miami-Dade County and the public welfare. Owners, and their heirs, successors and assigns, acknowledge that acceptance of this Declaration does not in any way obligate or provide a limitation on the County.

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(Public Hearing)

Term. This Declaration is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date this Declaration is recorded after which time it shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by the, then, owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Declaration has first been modified or released by Miami-Dade County.

Modification, Amendment, Release. This Declaration of Restrictions may be modified, amended or released as to the land herein described, or any portion thereof, by a written instrument executed by the, then, owner(s) of all the Property, including joinders of all mortgagees, if any, provided that the same is also approved by the Board of County Commissioners or Community Zoning Appeals Board of Miami-Dade County, Florida, whichever by law has jurisdiction over such matters, after public hearing.

Should this Declaration of Restrictions be so modified, amended or released, the Director of the Miami-Dade County Department of Planning and Zoning, or the executive officer of the successor of such Department, or in the absence of such director or executive officer by his assistant in charge of the office in his absence, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment or release.

Enforcement. Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants. The prevailing party in any action or suit pertaining to or arising out of this declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

Authorization for Miami-Dade County to Withhold Permits and Inspections. In the event the terms of this Declaration are not being complied with, in addition to any other remedies available, the County is hereby authorized to withhold any further permits, and refuse to make any inspections or grant any approvals, until such time as this declaration is complied with.

Election of Remedies. All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.

Presumption of Compliance. Where construction has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by the County, and inspections made and approval of occupancy given by the County, then such construction, inspection and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Declaration.

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(Public Hearing)

Severability. Invalidation of any one of these covenants, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the County shall be entitled to revoke any approval predicated upon the invalidated portion

Recording. This Declaration shall be filed of record in the public records of Miami-Dade County, Florida at the cost to the Owners following the adoption by the Miami-Dade County Board of County Commissioners or Community Zoning Appeals Board of a resolution approving the Application.

Acceptance of Declaration. Acceptance of this Declaration does not obligate the County in any manner, nor does it entitle the Owner to a favorable recommendation or approval of any application, zoning or otherwise, and the Board of County Commissioners and/or any appropriate Community Zoning Appeals Board retains its full power and authority to deny each such application in whole or in part and to decline to accept any conveyance.

Owners. The term Owners shall include the Owner(s), and their heirs, successors and assigns.

[Execution Pages Follow]

Signed, witnessed, executed and acknowledged this 3 day of November, 2004.

Witnesses:

H.R. REALTY & INVESTMENTS, INC.,
a Florida corporation

[Signature]

Print Name: Iris Diaz

[Signature]

Print Name: Mercedes Aaron

By: [Signature]
Farajollah Saedi, President
705 Arvida Parkway
Miami, Florida 33156

STATE OF FLORIDA) ss:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 3rd day of November, 2004 by Farajollah Saedi, as President of H.R. REALTY & INVESTMENTS, INC., a Florida corporation, who is personally known to me or produced a valid driver's license as identification.

[Signature]
Notary Public
Print Name: ELIZABETH Ortiz
My Commission Expires:

Serial No. (None, if blank): _____



RU-3M Area

All of the Southeast Quarter (SE $\frac{1}{4}$), of the Southwest Quarter (SW $\frac{1}{4}$) and all of the Southwest Quarter (SW $\frac{1}{4}$), of the Southeast Quarter (SE $\frac{1}{4}$) and all of the Southeast Quarter (SE $\frac{1}{4}$), of the Southeast Quarter (SE $\frac{1}{4}$) of Section 17, Township 56 South, Range 40 East, lying Southerly and Westerly of the right-of-way of Black Creek Canal (C-1), in Miami-Dade County, Florida. Less and except there from the following parcel of land:

Begin at the Southwest corner of the Southeast Quarter (SE $\frac{1}{4}$), of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 17; thence N $00^{\circ}57'07''$ W for a distance of 180.32 feet to a point; thence S $88^{\circ}59'48''$ E for a distance of 128.90 feet to a point; thence N $48^{\circ}23'31''$ E for a distance of 133.66 feet to a point; thence S $90^{\circ}00'00''$ E for a distance of 242.59 feet to a point; thence N $79^{\circ}37'06''$ E for a distance of 77.87 feet to a point; thence S $90^{\circ}00'00''$ E for a distance of 339.22 to a point; thence N $86^{\circ}28'06''$ E for a distance of 217.13 feet to a point; thence S $85^{\circ}24'52''$ E for a distance of 215.35 feet to a point; thence S $80^{\circ}20'19''$ E for a distance of 228.13 feet to a point; thence N $88^{\circ}20'44''$ E for a distance of 453.96 feet to a point; thence S $88^{\circ}45'17''$ E for a distance of 208.58 feet to a point; thence N $50^{\circ}34'24''$ E for a distance of 43.44 feet to a point; thence S $00^{\circ}57'43''$ E for a distance of 251.19 feet to a point on the South line of the said Southwest Quarter (SW $\frac{1}{4}$), of the Southeast Quarter (SE $\frac{1}{4}$); thence S $89^{\circ}22'47''$ W along said line for a distance of 962.83 feet to the Southwest corner of the Southeast Quarter (SE $\frac{1}{4}$) of said Section 17; thence S $89^{\circ}22'47''$ W along the said South line of the Southeast Quarter (SE $\frac{1}{4}$), of the Southwest Quarter (SW $\frac{1}{4}$) for a distance of 1330.43 to the Point of Beginning; said lands lying in and being in Miami-Dade County, Florida, said lands containing 13.00 acres, more or less.

Said lands lying in and being in Miami-Dade County, Florida. Said lands containing 47.38 acres, more or less.

Exhibit "A"

RU-1 MA Area

A portion of all of the Southeast Quarter (SE $\frac{1}{4}$), of the Southwest Quarter (SW $\frac{1}{4}$) and all of the Southwest Quarter (SW $\frac{1}{4}$), of the Southeast Quarter (SE $\frac{1}{4}$) and all of the Southeast Quarter (SE $\frac{1}{4}$), of the Southeast Quarter (SE $\frac{1}{4}$) of Section 17, Township 56 South, Range 40 East, lying Southerly and Westerly of the right-of-way of Black Creek Canal (C-1), in Miami-Dade County, Florida. Said portion being more particularly described as follows:

Begin at the Southwest corner of the Southeast Quarter (SE $\frac{1}{4}$), of the Southwest Quarter (SW $\frac{1}{4}$) of said Section 17; thence N 00°57'07" W for a distance of 180.32 feet to a point; thence S 88°59'48" E for a distance of 128.90 feet to a point; thence N 48°23'31" E for a distance of 133.66 feet to a point; thence S 90°00'00" E for a distance of 242.59 feet to a point; thence N 79°37'06" E for a distance of 77.87 feet to a point; thence S 90°00'00" E for a distance of 339.22 to a point; thence N 86°28'06" E for a distance of 217.13 feet to a point; thence S 85°24'52" E for a distance of 215.35 feet to a point; thence S 80°20'19" E for a distance of 228.13 feet to a point; thence N 88°20'44" E for a distance of 453.96 feet to a point; thence S 88°45'17" E for a distance of 208.58 feet to a point; thence N 50°34'24" E for a distance of 43.44 feet to a point; thence S 00°57'43" E for a distance of 251.19 feet to a point on the South line of the said Southwest Quarter (SW $\frac{1}{4}$), of the Southeast Quarter (SE $\frac{1}{4}$); thence S 89°22'47" W along said line for a distance of 962.83 feet to the Southwest corner of the Southeast Quarter (SE $\frac{1}{4}$) of said Section 17; thence S 89°22'47" W along the said South line of the Southeast Quarter (SE $\frac{1}{4}$), of the Southwest Quarter (SW $\frac{1}{4}$) for a distance of 1330.43 to the Point of Beginning; said lands lying in and being in Miami-Dade County, Florida, said lands containing 13.00 acres, more or less.

STATE OF FLORIDA, COUNTY OF DADE

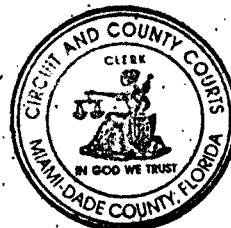
I HEREBY CERTIFY that this is a true copy of the original filed in this office on March 31 1988.

A D 20

WITNESS my hand and Official Seal

HARVEY RUVIN, Clerk of Circuit and County Courts

By [Signature] D.C.



OPINION OF TITLE

To: Miami-Dade County

With the understanding that this Opinion of Title is furnished to Miami-Dade County, as inducement for acceptance of a Declaration of Restrictions or in compliance with Chapter 28 and covering the real property, hereinafter described, it is hereby certified that I have examined Attorneys Title Insurance Fund Owner's Title Policy No. OPM-442631 with an effective date of the 20th day of April, 1990, at the hour of 9:56 a.m., as updated through August 16, 2004, as indicated below, of the following described property:

All of the S.E. ¼ of the S.W. ¼ and all of the S.W. ¼ of the S.E. ¼ and all of the S.E. ¼ of the S.E. ¼ of Section 17, Township 56 South, Range 40 East, lying Southerly and Westerly of the right-of-way of Black Creek Canal (C-North), in Miami-Dade County, Florida.

I am of the opinion that on the last mentioned date, the fee simple title to the above-described real property was vested in:

H.R. Realty & Investments, Inc., formerly known as Jordash Investments and Realty, Inc., as evidenced by Certificate of the Department of State, recorded in Official Records Book 15531 at Page 586, of the Public Records of Miami-Dade County, Florida.

NOTE: For Limited partnership, Limited Liability Company or Joint Venture indicate parties comprising the Limited Partnership, Limited Liability Company or Joint Venture and identify who is authorized to execute.

Subject to the following encumbrances, liens and other exceptions (If "none" please indicate):

1. **RECORDED MORTGAGES:**

NONE

2. **RECORDED CONSTRUCTION LIENS, CONTRACT LIENS AND JUDGMENTS:**

NONE

3. **GENERAL EXCEPTIONS:**

(a) Taxes for 2004 which are not yet due and payable or guarantee and taxes or special assessments which are not shown as existing liens by the public records.

- (b) Rights or claims of parties in possession not shown by the public records.
- (c) Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
- (d) Easements or claims of easements not shown by the public records.
- (e) Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

4. **SPECIAL EXCEPTIONS:**

- (a) Option Agreement for Borrow Materials recorded July 26, 1971 under Clerk's File No. 71R-146956, Public Records of Miami-Dade County, Florida.
- (b) Right-of-Way Easement to Florida Power & Light Company, recorded September 20, 1973 in Official Records Book 8450 at Page 1279 of the Public Records of Miami-Dade County, Florida.
- (c) Temporary Easement in favor of Florida Gas Transmission Company recorded in Official Records Book 11318 at Page 603 of the Public Records of Miami-Dade County, Florida.
- (d) Assignment of Easements dated April 19, 1990 in favor of Insured recorded in Official Records Book 14526 at Page 1097 of the Public Records of Miami-Dade County, Florida.
- (e) Metro-Dade Historic Preservation Board, Resolution No. 8911 as recorded November 21, 1990 in Official Records Book 14792 at Page 3038 of the Public Records of Miami-Dade County, Florida.

I HEREBY CERTIFY that I have reviewed all the aforementioned encumbrances and exceptions.

Therefore, it is my opinion that the following party(ies) must join in the agreement in order to make the agreement a valid and binding covenant on the lands described herein.

<u>Name</u>	<u>Interest</u>	<u>Special Exception Number</u>
H.R. Realty & Investments, Inc.	Fee Simple	N/A

The following is a description of the aforementioned Owner's Policy and its continuations:

<u>Number</u>	<u>Company Certifying</u>	<u>Effective Date</u>
OPM-442631	Attorneys' Title Insurance Fund, Inc.	April 20, 1990 at 9:56 a.m.
Computer Update	Attorneys' Title Insurance Fund, Inc.	Updated through August 16, 2004 at 11:00 p.m.

I HEREBY CERTIFY that the legal description contained in this Opinion of Title coincides with, and is the same as, the legal description in the proffered, recordable agreement.

I, the undersigned, further certify that I am an attorney-at-law duly admitted to practice in the State of Florida and a member in good standing of the Florida Bar.

Respectfully submitted this 13th day of September, 2004.

BILZIN SUMBERG BAENA PRICE
& AXELROD, LLP

By: 

Albert E. Dotson, Jr., P.A.
Florida Bar No. 724203
200 South Biscayne Boulevard
Suite 2500
Miami, Florida 33131

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 13th day of September, 2004, by ALBERT E. DOTSON, JR., as President of Albert E. Dotson, Jr., P.A., as partner of Bilzin Sumberg Baena Price & Axelrod, LLP, who is personally known to me or has produced _____, as identification.


Notary Public

Print Name

My Commission Expires:

